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E. LYNN SCHOENMANN

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re
ACEH CAPITAL, LLC,
Debtor.

Case No. 21-30299 DM
Chapter 7

**APPLICATION FOR ORDER
AUTHORIZING EMPLOYMENT OF
REAL ESTATE BROKER [SUNRISER
LANDCORE INVESTMENTS]**
[NO HEARING REQUIRED]

TO THE HONORABLE DENNIS MONTALI, UNITED STATES BANKRUPTCY JUDGE:

E. Lynn Schoenmann, Chapter 7 Trustee (“Applicant” or “Trustee”), the duly appointed, qualified, and acting chapter 7 trustee of the bankruptcy estate of ACEH Capital, LLC (“Debtor”), respectfully represents:

1. This case was filed as a Chapter 7 case on April 21, 2021. Applicant is the Chapter 7 Trustee in this case.

2. Applicant has determined, subject to Court approval, to employ Sunriser Landcore Investments (“Sunriser” or “Broker”) as the Trustee’s real estate broker to perform the following services: to value, list and sell (subject to Court approval) real property consisting of various parcels located in Kern and Los Angeles counties, all parcels being undeveloped land, as described in

1 Exhibit A, (the "Real Property"), and to perform such other duties as may be necessary and
2 appropriate to assist in the Trustee's sale of the Real Property.

3 3. Applicant is informed and believes that Hesam Tooloe of Sunriser has extensive
4 knowledge of, and experience with, the real estate market in the immediate vicinity of the Real
5 Property, and is also experienced in bankruptcy sales.

6 4. Applicant is informed and believes that Broker has extensive experience and
7 expertise in performing these types of services, as described in the declaration of Sam Tooloe
8 ("Tooloe Declaration"), submitted herewith

9 5. A copy of the Authorization and Right to Sell agreement pertaining to the Real
10 Property ("Listing Agreement") is attached as Exhibit "A" and incorporated by reference.

11 6. Applicant is informed and believes that, except as disclosed in the Tooloe
12 Declaration, the Broker nor any member or employee of Broker has any connections with the
13 Debtor, creditors, or any party in interest, their respective attorneys or accountants, the United States
14 Trustee, or any person employed by the office of the United States Trustee.

15 7. Applicant is informed and believes that Broker is disinterested within the meaning of
16 11 U.S.C. § 101(14), and does not hold or represent an interest adverse to the estate.

17 8. Applicant is informed and believes and thereon alleges that the employment of
18 Broker is in the best interests of the estate.

19 9. Broker has received no retainer from Applicant for its anticipated services, nor has it
20 agreed to share any compensation to be awarded in this case with any other person.

21 10. This Application is made pursuant to 11 U.S.C. §§327 and 328(a).

22 11. WHEREFORE, Applicant requests that an Order be entered authorizing Applicant to
23 employ Broker as Applicant's real estate broker to list and sell the Real Property

24
25 Dated: May 17, 2021


E. LYNN SCHOENMANN

EXHIBIT A



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Seller's Brokerage Firm to Seller)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenant E. Lynn Schoenmann Date 05/17/2021
E. Lynn Schoenmann 5/17/2021 8:56:20 AM PDT

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent Sunriser Landcore Investments DRE Lic. # 01012351
 Real Estate Broker (Firm)

By Hesam Tooloe DRE Lic. # 01012351 Date 05/17/2021
 (Salesperson or Broker-Associate, if any) Hesam Tooloe

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 5/17/2021 12:18:34 PM PDT

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Sunriser Landcore Investments, 1179 Oakmont Dr. #1 Walnut Creek CA 94595 Phone: 510.928.5024 Fax: 925-954-1467
 Hesam Tooloe Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com



ACEH -

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
 Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
 Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
 Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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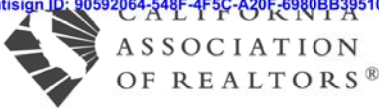
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996, 12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).


11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____	Date _____
Buyer/Tenant _____	Date _____
Seller/Landlord  _____	Date 05/17/2021
Seller/Landlord E. Lynn Schoenmann	Date _____

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FDHA 10/20 (PAGE 2 OF 2)

FAIR HOUSING & DISCRIMINATION ADVISORY (FDHA PAGE 2 OF 2)

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CALIFORNIA
ASSOCIATION
OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

DUAL AGENCY REPRESENTATION IS NOT ALLOWED.

In the event of dual agency, neither buyer nor seller, if not already in writing, shall, without the written consent of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller	<u>E. Lynn Schoenmann</u>	<u>E. Lynn Schoenmann</u>	Date	<u>05/17/2021</u>
Seller	<u>5/17/2021 8:56:44 AM PDT</u>		Date	
Buyer			Date	
Buyer			Date	
Buyer's Brokerage Firm		DRE Lic #	Date	
By		DRE Lic #	Date	
Seller's Brokerage Firm	<u>Sunriser Landcore Investments</u>	DRE Lic # <u>01012351</u>	Date	<u>05/17/2021</u>
By	<u>Hesam Tooloe</u>	DRE Lic # <u>01012351</u>	Date	
	<u>Hesam Tooloe</u>			
	<u>5/17/2021 12:18:35 PM PDT</u>			

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PRBS REVISED 12/18 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Sunriser Landcore Investments, 1179 Oakmont Dr. #1 Walnut Creek CA 94595
Hesam Tooloe

Phone: 510.928.5024 Fax: 925-954-1467
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com



ACEH -



CALIFORNIA
ASSOCIATION
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VACANT LAND LISTING AGREEMENT

(C.A.R. Form VLL, Revised 6/20)

Date Prepared: May 13, 2021

1. **EXCLUSIVE AUTHORIZATION:** E. Lynn Schoenmann ("Owner")
hereby employs and grants Sunriser Landcore Investments ("Broker")
beginning (date) May 13, 2021 and ending at 11:59 P.M. on (date) May 13, 2022 ("Listing Period")
the exclusive and irrevocable right to: ☒ **SELL**, ☐ **LEASE**, ☐ **EXCHANGE**, ☐ **OPTION**, or ☐ **OTHER**
the real property described as: See attached Exhibit "A"
situated in _____ (City), _____ (County), California, _____ (Zip Code),
Assessor's Parcel No.: See attached Exhibit "A" ("Property").
2. **LISTING PRICE AND TERMS:**
 - A. The listing price shall be _____ Dollars (\$ _____).
 - B. Additional Terms: See attached Exhibit "A" for list of Assessor Parcel Numbers (APN#), initial list price, estimated selling expenses and net proceeds for each parcel.
3. **COMPENSATION TO BROKER:**
Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).
 - A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): ☒ 10.000 percent of the listing price (or if a purchase agreement is entered into, of the contract price), or ☐ \$ _____, AND _____, as follows:
 - (1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready, willing and able buyer(s) or transferee(s) whose offer to purchase, lease, exchange, option, or otherwise transfer the Property on any price and terms is accepted by Owner, provided the Buyer or Transferee completes the transaction or is prevented from doing so by Owner. (It is agreed by Owner that any reference to Buyer or Prospective Buyer in this Agreement shall and does also include Transferee or Prospective Transferee. Broker is entitled to compensation whether any escrow or other transfer resulting from such offer closes during or after the expiration of the Listing Period or any extension.)
 - OR (2) If within 180 calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Owner enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire, lease exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Owner a written notice of the names of such Prospective Buyers.
 - OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension.
 - B. If completion of the sale is prevented by a party to the transaction other than Owner, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when Owner collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
 - C. In addition, Owner agrees to pay Broker: NONE
 - D. Owner has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.
 - (1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 3A, either ☒ 5.000 percent of the purchase price, or ☐ \$ _____.
 - (2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.
 - E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the Property involving Owner and a buyer, Prospective Buyer or other transferee.
 - F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: NONE.
 - (2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: NONE.
 - (3) If the Property is sold to anyone listed above during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Owner in such transaction.

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Owner's Initials X [ELS] _____



VLL REVISED 6/20 (PAGE 1 OF 5)

VACANT LAND LISTING AGREEMENT (VLL PAGE 1 OF 5)

Sunriser Landcore Investments, 1179 Oakmont Dr. #1 Walnut Creek CA 94595
Hesam Tooloe

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com

Phone: 510.928.5024

Fax: 925-954-1467

ACEH -

Property Address: See attached Exhibit "A",

Date: May 13, 2021

4. **A. ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

ADDITIONAL ITEMS EXCLUDED: NONE

ADDITIONAL ITEMS INCLUDED: NONE

Owner intends that the above items be excluded or included in offering the Property for sale, but understands that; (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

- B. (1) LEASED OR NOT OWNED ITEMS:** The following items are leased or not owned by Owner:

☐ Solar power system

☐ Water Softener

☐

- (2) LIENED ITEMS:** The following items have been financed and a lien has been placed on the Property to secure payment:

☐ Solar power system

☐

Owner will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Owner to pay for any such leased or liened item.

5. **MULTIPLE LISTING SERVICE:**

- A. WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in **paragraph 7**, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Owner's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

- B. WHAT INFORMATION IS PROVIDED TO THE MLS:** All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Owner consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

- C. WHAT IS BROKER'S MLS?** Broker is a participant/subscriber to Multiple Listing Service (MLS) and possibly others. That MLS is (or if checked ☐ is not) the primary MLS for the geographic area of the Property. When required by paragraph 7 or by the MLS, Property will be listed with the MLS(s) specified above.

6. **BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS**

- A. EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes an seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

- B. IMPACT OF OPTING OUT OF MLS:** If Owner elects to exclude the Property from the MLS, Owner understands and acknowledges that: (i) Owner is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Owner's Property is offered for sale; (iii) Information about Owner's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.

- C. REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

- D. NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

Owner's Initials (ELS) ()

Broker's/Agent's Initials (HT) ()

7. **PUBLIC MARKETING OF PROPERTY:**

- A. CLEAR COOPERATION POLICY:** MLS rules require ☐ Do NOT require - see 7F) that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.

- B. PUBLIC MARKETING WITHIN CLEAR COOPERATION:** (i) **Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.

- C. "COMING SOON" STATUS IMPACT ON MARKETING:** Owner is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Owner does ☐ does not) authorize Broker to utilize Coming Soon status, if any.

- D. Owner Instructs Broker:**

- (1) Owner instructs Broker to market the Property to the public, and to start marketing on the beginning date of this Agreement or ☐ (date).

VLL REVISED 6/20 (PAGE 2 OF 5)

Owner's Initials x (ELS) ()



VACANT LAND LISTING AGREEMENT (VLL PAGE 2 OF 5)

Date: May 13, 2021

Property Address: See attached Exhibit "A",

Date: May 13, 2021

- B. OWNER REPRESENTATION:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 3F.
- C. POSSIBLE DUAL AGENCY WITH BUYER:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Owner's financial position, motivations, bargaining position, or other personal information that may impact price, including the Owner's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of a purchase agreement.
- E. Potentially Competing Sellers and Buyers:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Owner acknowledges receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
- 13. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Owner (such as "nanny cams" and hidden security cameras). Owner is advised to post notice disclosing the existence of security devices.
- 14. PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, including aerial photographs, virtual tours and other media to buyers. Owner agrees (or ☐ if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Owner acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Owner is concerned, Owner should request that Broker provide any third parties' agreement impacting the Images. Owner also acknowledges that once Images are placed on the Internet neither Broker nor Owner has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Owner further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.
- B.** Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked) ☐ Owner instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make of the Images.
- 15. KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Owner further agrees that Broker, at Broker's discretion, and without further approval from Owner, shall have the right to grant access to and convey Owner's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox. Owner does (or if checked ☐ does not) authorize Broker to install a key safe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox (C.A.R. Form KLA).
- 16. SIGN:** Owner does (or if checked ☐ does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
- 17. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 18. ATTORNEY FEES:** In any action, proceeding or arbitration between Owner and Broker to enforce the compensation provisions of this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Owner or Broker, except as provided in paragraph 22A.
- 19. ADDITIONAL TERMS:** ☐ REO Advisory Listing (C.A.R. Form REOL) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA) ☐ Trust Advisory (C.A.R. Form TA)
- ☐ Owner intends to include a contingency to purchase a replacement property as part of any resulting transaction
- Paragraph #3-A - Broker compensation is 10.00% of sale price or \$2,000.00 whichever is higher.**
- Exhibit "A" - 2 pages - Dated May 13, 2020 - is attached and made part of this Vacant Land Listing Agreement.**



Property Address: See attached Exhibit "A",

Date: May 13, 2021

20. MANAGEMENT APPROVAL: If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days after its execution.

21. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon Owner and Owner's successors and assigns.

22. DISPUTE RESOLUTION:

A. MEDIATION: Owner and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 22B.

B. ADDITIONAL MEDIATION TERMS: The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

C. ARBITRATION ADVISORY: If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

23. ENTIRE AGREEMENT: All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

24. OWNERSHIP, TITLE AND AUTHORITY: Owner warrants that: (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Owner has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: Seller is the court-appointed Trustee for Chapter #7 Bankruptcy proceeding (ACEH Capital, LLC - Case# 21-30299)

☐ **REPRESENTATIVE CAPACITY:** This Listing Agreement is being signed for Owner by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. Owner (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days after execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, resolution, or formation documents of the business entity).

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

Owner ☒ E. Lynn Schoenmann Date 05/17/2021
Address 35 Miller Avenue #206 City Mill Valley CA 94941 State CA Zip 94941
Telephone _____ Fax _____ E-mail lschoenmann@earthlink.net

Owner _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) Sunriser Landcore Investments DRE Lic. # 01012351
Address 1179 Oakmont Dr. #1 City Walnut Creek State CA Zip 94595
By Hesam Fooloee Tel. 510.928.5024 E-mail sunriserlandcoreinvestments@e DRE Lic. # 01012351 Date 05/17/2021
By Hesam Fooloee Tel. _____ E-mail _____ DRE Lic. # _____ Date _____

☐ Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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VLL REVISED 6/20 (PAGE 5 OF 5)

Reviewed by _____

VACANT LAND LISTING AGREEMENT (VLL PAGE 5 OF 5)

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SELLER'S VACANT LAND ADVISORY

(C.A.R. Form SVLA, 12/19)

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
 - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make.
 - B. **Specific Contractual Disclosure Duties:**
 - (1) The Vacant Land Purchase Agreement provides that the seller shall, if required by Law, deliver to buyer information regarding earthquakes, environmental hazards, flood hazards, and fire hazards
 - (2) If seller has actual knowledge, the Purchase Contract requires seller to disclose (i) Legal Proceedings affecting the Property, (ii) Agricultural Use restrictions, (iii) Deed restrictions; (iv) Farm Use and right to farm issues, (v) Endangered Species issues, (vi) Environmental Hazards, (vii) Common Walls, (viii) Landlocked property, (ix) Easements and Encroachments, (x) Soil fill and Soil problems, (xi) Earthquake damage, (xii) Zoning Issues, (xiii) Neighborhood problems.
 - (3) Existing Rental and Service agreements must be disclosed.
 - (4) Seller is also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets and Highways Code.
 - (5) Common Interest Developments: If the Property is in a common interest development, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowners' association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
 - (6) Contract Terms and Conditions: A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
 - C. **Other Legal Duties Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
 - D. **Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
3. **LEGAL AND TAX IMPLICATIONS:** Your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.
4. **MARKETING CONSIDERATIONS:**
 - A. **Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer.
 - B. **Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, placing a

keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, videotapes, and virtual tours of the Property, may jeopardize the safety of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect Property, and your belongings, including valuables located on the Property.

- C. **Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

5. **OTHER ITEMS:**

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller **X** E. Lynn Schoenmann Date 05/17/2021

E. Lynn Schoenmann 5/17/2021 8:56:59 AM PDT

Print Name

Seller _____ Date _____

Print Name

Real Estate Broker (Listing Firm) Sunriser Landcore Investments DRE Lic# 01012351

By Hesam Tooloee 5/17/2021 12:18:40 PM PDT Hesam Tooloee DRE Lic # 01012351 Date 05/17/2021

By _____ DRE Lic # _____ Date _____

Address 1179 Oakmont Dr. #1 City Walnut Creek State CA Zip 94595

Telephone 510.928.5024 Fax 925-954-1467 E-mail sunriserlandcoreinvestments@earthlink.net

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SVLA 12/19 (PAGE 2 OF 2)

SELLER'S VACANT LAND ADVISORY (SVLA PAGE 2 OF 2)



CALIFORNIA
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OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant E. Lynn Schoenmann Date 05/17/2021

Buyer/Seller/Landlord/Tenant E. Lynn Schoenmann Date 05/17/2021

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CCPA 12/19 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

Sunrise Landcore Investments, 1179 Oakmont Dr. #1 Walnut Creek CA 94595 Phone: 510.928.5024 Fax: 925-954-1467 ACEH -
Hesam Tooloe Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

ACEH Capital, LLC - Chapter 7 Bankruptcy - Case #21-30299
E. Lvn Schoenmann, Trustee

Sunrier Landcore
Hesam Tooloee, B

ITEM#	APN#	VICINITY
4	3048-024-015	96 St. E and Fort Tejon, Palmdale, CA 93550
5	3052-015-049	32 St. E and Bear Creek, Palmdale, CA 93550
6	3062-002-052 and 053	195 St. E and Ave. Z, Mt. Waterman/Llano, CA 93544
7	3064-008-011	223 St. E and Ave. Z-10, Llano, CA 93544
8	3081-019-027	95 St. E and Ave. U-4, Palmdale, CA 93591
9	3081-021-020 and 053	200 St. E and Ave. U to U-8, Palmdale 93591
10	3082-002-007	205 St. E and Ave. O-8, Palmdale, CA 93591
11	3083-003-019 and 032	190 St. E and Ave. V, Palmdale, CA 93591
12	3083-015-031	190 St. E and Ave. W-12, Black Butte/Palmdale, CA 93591
13	3117-012-027	30 W and Ave. E-2, Lancaster, CA 93536
14	3205-034-001	90 St. W and Ave. M-8, Palmdale, CA 93551
15	3205-034-004	90 St. W and Ave. M-10, Palmdale, CA 93551
16	3205-034-006	90 St. W and Ave. M-12, Palmdale, CA 93551
17	3205-034-007	89 St. W and Ave. M-12, Palmdale, CA 93551
18	3205-034-011	88 St. W and Ave. M-10, Palmdale, CA 93551
19	3205-034-012	88 St. W and Ave. M-10, Palmdale, CA 93551
20	3205-034-013	88 St. W and Ave. M-12, Palmdale, CA 93551
21	3205-034-014	88 St. W and Ave. M-12, Palmdale, CA 93551
22	3205-034-019	87 St. W and Ave. M-12, Palmdale, CA 93551
23	3205-034-020	87 St. W and Ave. M-14, Palmdale, CA 93551
24	3205-034-031	87 St. W and Ave. M-12, Palmdale, CA 93551
25	3205-034-032	87 St. W and Ave. M-14, Palmdale, CA 93551
26	3223-013-001/004/034-037	1 MI S AV FWY / VIC HUBBARD Rd.
27	3229-012-020	78 St. W and Ave. A-12, Lancaster, CA 93536
28	3229-013-019	75 St. W and Ave. A-14, Lancaster, CA 93536
29	3236-005-006	150 St. W and Ave. E-8, Lancaster, CA 93536

Continued...

Initials

ELS

Trustee

ACEH Capital, LLC - Chapter 7 Bankruptcy - Case #21-30299
E. Lynn Schoenmann, Trustee

Sunrier Landcore
Hesam Tooloe. B

ITEM#	APN#	VICINITY
30	3236-022-027	160 St. W and Ave. H, Lancaster, CA 93536
31	3236-023-013	150 W AND Ave. H-12, Lancaster, CA 93536
32	3268-020-019	70 St. W and Ave. G-14, Lancaster, CA 93536
33	3277-003-010	Three Points and Ave. C, Fairmont/Lancaster, CA 93536
34	3279-023-017	229 St. W and Ave. F-8. Lake Hughes, CA 93532
35	3279-024-018	229 St. W and Ave. F-8. Lake Hughes, CA 93532
36	3279-024-019	229 St. W and Ave. F-8. Lake Hughes, CA 93532
37	3310-026-016	135 St. E and Ave. F-6, Lancaster, CA 93535
38	3318-004-021	210 St. E and Ave. B, Hi Vista/Lancaster, CA 93535
39	3318-005-005	220 St. E and Ave. B, Hi Vista/Lancaster, CA 93535
40	3326-016-015	235 St. E and Ave. D-8, Hi Vista/Lancaster, CA 93535
41	3326-023-052	225 St. E and Ave. F-12, Hi Vista/ Lancaster, CA 93535
42	3336-017-025	235 St. E and Ave. K-8, Butte Valley/Lancaster, CA 93535
43	3342-021-039	221 St. E and Ave. I, Butte Valley/Lancaster, CA 93535
44	3344-009-032	215 St. E and Ave. K-6, Butte Valley/Lancaster, CA 93535
45	3346-002-018	206 St. E and Ave. L-12, Butte Valley/Lancaster, CA 93535
46	3378-004-032	95 St. E and Ave. K-8, Roosevelt/Lancaster, CA 93535
47	3382-014-005	80 St. E and Ave. G-8, Lancaster, CA 93535
48	346-215-46	Motiverde Rd. and 75 St. W, Kern County
49	431-021-02 and 28	Highway 14 and Sopp Rd., Kern County
50	3085-002-025	183 St. E and Ave. Fort Tejon Rd., Llano, CA 93544
51	3029-008-002	145 St. E and Ave. P-8., Alpine Butter/Palmdale, CA 93591
52	3032-015-093	Black Butte Bsn and Ave. T (223 E and T), Palmdale, CA 93591
53	3032-015-083	237 St. E and Ave. S-12, Palmdale, CA 93591
54	3038-014-004	126 St. E and Pearblossom Highway, Pearblossom, CA 94401
55	3039-025-029	141 St. E and Ave. U-8, Pearblossom, CA 93553
56	3048-019-001	77 St. E and Mt. Emma, Palmdale, CA 93550
		TOTAL

Initials ELS
 Trustee



CALIFORNIA
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REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES)

(C.A.R. Form RCSD-S, Revised 6/19)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

This is a disclosure to one or more of the following: Listing Agreement, Purchase Agreement, or Other Agreement, specified below in which E. Lynn Schoenmann is identified as ("Seller").

If a trust, identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. ☐ **TRUST:** (1) The Property is held in trust pursuant to a trust document, titled (full name of trust): _____

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. ☐ **ENTITY:** Seller is a ☐ Corporation, ☐ Limited Liability Company, ☐ Partnership ☐ Other: _____ which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above ☐ is ☐ is not attached.

C. ☐ **POWER OF ATTORNEY:** Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney (☐ Specific Power of Attorney for the Property), dated _____. **This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.**

D. ☒ **ESTATE:** (1) Seller is an ☐ estate, ☐ conservatorship, ☐ guardianship, or ☒ Trustee identified by Superior Court Case name as ACEH Capital LLC, Case #21-30299. (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller: E. Lynn Schoenmann Date: _____

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) E. Lynn Schoenmann Title: Trustee

By _____ Date: _____

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) _____ Title: _____

Acknowledgement of Receipt:

AT TIME OF LISTING

Seller and Sunriser Landcore Investments ("Seller's Broker") are parties to a Listing Agreement dated _____ for property known as See attached Exhibit "A",

Real Estate Broker. By Hesam Tooloee Date 05/17/2021

5/17/2021 12:18:48 PM PDT



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 1 OF 2)


AT TIME OF SALE

Seller and _____ ("Buyer") are parties to a
 Purchase Agreement dated _____ for property known as See attached Exhibit "A", , .
 Buyer _____ Date _____
 Buyer _____ Date _____

AT TIME OF OTHER AGREEMENT

Seller and _____ ("Other Party") are
 parties to an _____ Agreement
 dated _____, if applicable, for property known as See attached Exhibit "A", , .
 Other Party _____
 By _____ Date _____

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RCSD-S REVISED 6/19 (PAGE 2 OF 2)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 2 OF 2)

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ACEH -